CONSTITUTIONAL LAW — DUE PROCESS OF LAW — RECEPTION OF VERDICT IN PRISONER'S ABSENCE — UNCONSTITUTIONAL CONVICTION UNDER VALID STATUTE. — The appellant was convicted of murder by a verdict rendered in his absence, to which, however, his counsel had consented. On his first motion for a new trial, this was not specified as error, and both the trial and appellate courts found untrue allegations that the jury had been dominated by a mob. On a subsequent motion to set the verdict aside as depriving the appellant of his constitutional rights, it was held that absence at the reception of the verdict had been waived by the failure to take timely advantage of it, and it was again found that the jury had not been influenced by a hostile mob. The United States District Court refused a hearing on the appellant's petition for a writ of *habeas corpus*, setting forth the reception of the verdict in his absence and the same allegations of mob domination which the state court had found untrue. *Held*, that the hearing was properly refused. *Frank* v. *Mangum*, 35 Sup. Ct. 582.

For a discussion of objections to the reception of evidence raised in the first motion for a new trial, see 27 HARV. L. REV. 762. For a discussion of the issue of this appeal, see NOTES, p. 793.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — REQUIRING DELIVERY OF CARS TO CONNECTING CARRIER. — Pursuant to statute, the Michigan Railroad Commission made an order requiring the defendant railroad to deliver its cars to a connecting electric railway for transportation to points of consignment along the line of the latter. The order did not provide for compensation, but in mandamus proceedings the state court held that the defendant would be entitled to compensation under the statute. *Held*, that the regulation is due process of law. *Michigan Central R. Co.* v. *Michigan Railroad Commission*, 236 U. S. 615.

For a discussion of this case, in connection with the question of the constitutionality of orders requiring through carriage, see NOTES, p. 799.

CONSTITUTIONAL LAW — PERSONAL RIGHTS: CIVIL, POLITICAL, AND RELIGIOUS — RIGHT TO VOTE AT FEDERAL ELECTIONS. — A federal statute makes it unlawful to "conspire to injure, threaten, or intimidate any citizen in the free exercise of any right secured to him by the Constitution or laws of the United States." U. S. COMP. STAT. 1913, § 10183. The defendants were convicted under this statute for having conspired to prevent certain duly qualified electors from voting at an election where members of Congress were chosen. *Held*, that the conviction is proper. *United States* v. *Aczel*, 219 Fed. 917 (Dist. Ct., Ind.).

The defendants contended that the privilege of voting at such an election was conferred by the state alone, and in no wise by the Constitution or laws of the United States. It is true that the Constitution does not confer immediately upon any one the right to vote. *Minor* v. *Happersett*, 21 Wall. (U. S.) 162; see *United States* v. *Cruikshank*, 92 U. S. 542, 556; *United States* v. *Reese*, 92 U. S. 214, 217. And the only control which the federal government has over purely state elections lies in the enforcement of the Fifteenth Amendment. *Lackey* v. *United States*, 107 Fed. 114. But where federal officers are to be chosen at the election, a different situation arises. The Constitution now provides that members of the House of Representatives and Senators shall be elected by the people of the several states, and the electors in each state shall have the qualifications requisite for electors of the most numerous branch of the state legislature. Art. 1, § 2; Seventeenth Amendment, § 1. The states thus fix the qualifications for their electors, and the United States adopts these qualifications for its own electors. *Ex parte Siebold*, 100 U. S. 371, 388; *Ex parte Yarbrough*, 110 U. S. 651, 663; *Swafford*

v. *Templeton*, 185 U. S. 487. So that to those coming within the qualifications, the privilege of voting is ultimately secured by the Constitution, and within the protecting power of Congress. *Ex parte Yarbrough*, *supra;* see *Wiley* v. *Sinkler*, 179 U. S. 58. The well-considered opinion in the principal case would therefore seem clearly correct.

CONTRACTS — DEFENSES: FRAUD — MISSTATEMENT OF PRINCIPAL'S MINIMUM SELLING PRICE BY AGENT AUTHORIZED TO RETAIN WHOLE SURPLUS. — A broker, authorized to sell certain land at $12,000 or any higher price and retain the whole surplus, stated to the buyer that the land could not be bought for less than $12,500. Later, under pretence of having seen the owner at the defendant's request, he declared that the owner would take no smaller sum. He now sues on a check for $500 given by the buyer to complete payment for the land at that price and the buyer pleads fraud. *Held*, that the broker may recover. *Aronowitz* v. *Woollard*, 152 N. Y. Supp. 11 (App. Div.).

Courts have gone far to justify seller's talk as immaterial, or expressing opinion only, and to hold the buyer to a standard of care. *Page* v. *Parker*, 43 N. H. 363; *Mooney* v. *Miller*, 102 Mass. 217; *Graffenstein* v. *Epstein & Co.*, 23 Kan. 443. See 2 KENT, COM. 486. The overworking of these methods of approaching the problem has been criticised. See 8 HARV. L. REV. 63; 15 *id.* 576; 25 *id.* 472. But the misstatement by the seller of the lowest price he will accept furnishes an instance where "seller's talk" must be permitted although the statement is one of material fact and the buyer may not be negligent, because the inherent nature of a bargain would render any other rule highly unreasonable and impracticable. And there is much reason to extend this exemption to the agent, especially where, as in the principal case, he is the only party interested in keeping up the price. *Ripy* v. *Cronan*, 131 Ky. 631, 115 S. W. 791; *McLennan* v. *Investment Exchange Co.*, 170 Mo. App. 389, 156 S. W. 730; *cf. Merryman* v. *David*, 31 Ill. 404. *Contra*, *Hokanson* v. *Oatman*, 165 Mich. 512, 131 N. W. 111. In the principal case, as the agent has gone further and has led the buyer to believe that the seller had been given an opportunity to reconsider, it is possible that he has exceeded his privilege and that his recovery should accordingly be defeated on account of fraud. *Kice* v. *Porter*, 22 Ky. L. Rep. 1704, 61 S. W. 266. But it seems proper to allow the buyer to reap no benefit from his meddlesome questions which would unfairly prejudice the plaintiff's bargain if truthfully answered or ignored.

CORPORATIONS — DISTINCTION BETWEEN CORPORATION AND ITS MEMBERS — DISREGARDING THE CORPORATE FICTION. — The defendant by fraud obtained patents to certain lands. In order to keep the title concealed until after the statutory period for setting aside these patents had elapsed, he organized a corporation to which he conveyed the lands, but failed to record the conveyance. Suit to annul the patents was brought against him within the statutory period; but the corporation was not joined until after the statutory period had elapsed. *Held*, that the patents may be annulled. *Linn & Lane Timber Co.* v. *United States*, 236 U. S. 574.

Where a new party is brought into a suit, the Statute of Limitations continues to run as to him until actually made a party. *Shaw* v. *Cock*, 78 N. Y. 194; *Miller* v. *M'Intyre*, 6 Pet. (U. S.) 61. But the court in the principal case declares that since the corporation was the mere tool of the defendant, it will not be treated as a new party. It is generally said that the courts will disregard the fiction of a separate corporate entity whenever this becomes necessary to the attainment of justice. 3 COOK, CORPORATIONS, 7 ed., §§ 663, 664; 2 MORAWETZ, PRIVATE CORPORATIONS, § 227. Such broad statements have led to much loose thinking. In nearly all the cases, moreover, the desired